

REMARKS

Reconsideration and allowance of the subject application are respectfully requested.

Claims 1-8 are all the claims pending in the application. In response to the Office Action, Applicant respectfully submits that the claims define patentable subject matter.

Claims 1, 4, 5, 7, and 8 are now rejected under 35 U.S.C. § 103(a) as being unpatentable over previously cited Suonvieri (U.S. Patent No. 6,445,919) in view of newly cited Senoh (U.S. Patent Application Publication No. 2002/0078178) and previously cited Schuetze et al. (U.S. Patent No. 6,101,320, hereafter “Schuetze”). Claims 2 and 6 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Suonvieri in view of Senoh and Schuetze and further in view of Lucas et al. (U.S. Patent Application Publication No. 2005/0278710, hereafter “Lucas”). Claim 3 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Suonvieri in view of Senoh and Schuetze and further in view of Rubenstein et al. (U.S. Patent No. 6,757,373, hereafter “Rubenstein”). Applicant respectfully traverses the prior art rejections.

Independent claim 1 recites:

A method for providing service management to network elements of a cellular communication network, said network elements communicating with an Operation and Maintenance Center of said cellular communication network by sending data having a data exchange format, said data exchange format being translated in an Operation and Maintenance Center specific data format at a mediation server, wherein said method comprises:

identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format; and

dynamically switching from said used first data exchange format to said second identified data exchange format.

These elements are also analogously recited in independent claim 5.

The Examiner asserts that Suonvieri teaches all of the elements of claims 1 and 5 except for “identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format; and dynamically switching from said used first data exchange format to said second identified data exchange format.” The Examiner thus relies on Senoh and Schuetze to allegedly remedy these conceded deficiencies. Applicant respectfully disagrees with the Examiner.

First, Applicant respectfully submits that there is no teaching or suggestion in Senoh of “identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format”, as recited in the claims.

Senoh generally relates to a method for controlling the distribution of content over a network which protects the content copyright while distributing content in a format which enables viewing at a user terminal. Content is generated in a first format specification by adding content ID data for identifying specific content to data produced in a first format specification for viewing, sending the content to a network, and separating the received content into the content ID data and the data in the first format specification. The data in the first format specification is converted to data in a different second format specification, and content is generated in the second format specification by adding the content ID data to the data converted to the second format specification. This content in the second format specification is then sent to the user terminal (the Abstract).

Applicant respectfully submits that Senoh does not identify a change in used data exchange format from a first used data exchange format to a second identified data exchange format as required by the claims. According to this aspect of the claims, a mediation server

identifies a change in used data exchange format from a first data exchange format to a second identified data exchange format. Accordingly, the mediation server detects a change in the data exchange format upon reception of data from a network element. The mediation server can identify a change in the data exchange format used by one network element while handling several network elements using different data formats. Upon identifying such a change, the mediation server is able to dynamically switch from an old data exchange format a new identified data exchange format without performing a reboot of the Operation and Maintenance Center.

In Senoh, a content server 3 sends requested content to a relay server 2 in a first format. The relay server then converts the content received in the first format to a second format and sends the content in the second format to a user terminal (see paragraph [0029]). Accordingly, it appears that in Senoh, all of the content from the content server is converted to a format that is compatible with the user terminal. Therefore, the relay server 3 of Senoh does not identify a change in a data exchange format as required by the claims, but simply converts all of the data received in a first format to a second format. Senoh teaches that the content server 3 produces content in a first format (MPEG-2). The content server then sends this content to the relay server which then converts it to a second format (MPEG-4) which is viewable by the user terminal (see paragraphs [0060]-[0064]). Accordingly, if the format of the data in the content server 3 is always the same (MPEG-2), then the relay server (2) cannot detect a change in data format.

Secondly, Applicant respectfully submits that there is no teaching or suggestion in Schuetze of “dynamically switching from said used first data exchange format to said second identified data exchange format”, as recited in claim 1 and analogously recited in claim 5.

Applicant respectfully submits that this aspect of the claims cannot be examined in a segmented manner. The claims require identifying a change in used data exchange format from a first used data exchange format to a second identified data exchange format, and then dynamically switching from the used first data exchange format to the second identified data exchange format.

Schuetze does not teach identifying a change from a first data exchange format to a second identified data exchange format, therefore Schuetze cannot teach dynamically switching from a first used data exchange format to the second identified data exchange format, as required by the claims.

Schuetze teaches a system for exchanging electronic mail between different organizations which have dissimilar email systems (column 2, lines 61-65). The system determines the email format used by a recipient organization and converts the email into the recipient's format from the identity of the recipient's organization in the email sent from a sending organization and converts the email into the recipient's format (the Abstract). The recipient's format is determined by searching for information regarding the recipient's organization in internal and external databases (the Abstract). Accordingly, in Schuetze, the email that is sent from the sender is always sent in a specific format and that specific format is converted at a mail exchanger to the format of a receiving device (see column 5, lines 29-39). Therefore, Schuetze does not identify a change in used data exchange format from a first used data exchange format to a second identified data exchange format; and dynamically switch from the used first data exchange format to the second identified data exchange format, as required by the claims.

Accordingly, Applicant respectfully submits that independent claims 1 and 5 should be allowable because the cited references do not teach or suggest all of the elements of the claims.

Claims 2-4 and 6-8 should also be allowable at least by virtue of their dependency on independent claims 1 and 5.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

/Mark E. Wallerson/

SUGHRUE MION, PLLC
Telephone: (202) 293-7060
Facsimile: (202) 293-7860

WASHINGTON OFFICE

23373

CUSTOMER NUMBER

Date: March 26, 2009

Mark E. Wallerson
Registration No. 59,043